

**MINUTES OF A *SPECIAL BOARD MEETING* OF THE BOARD OF EDUCATION OF
MERCER COUNTY SCHOOL DISTRICT #404,
MERCER, HENDERSON, & ROCK ISLAND COUNTIES, ILLINOIS.**

The Board of Education of Mercer County School District #404, Mercer, Henderson, & Rock Island Counties, Illinois, convened at a Special Meeting at Mercer County Junior High School, 1002 SW 6th Street, Aledo, IL 61231, **Tuesday, March 21st, 2023 at 6:30 P.M.**

Prior to Roll Call, President Mike Bowns led the group in prayer followed by the pledge of allegiance.

ATTENDANCE

Members Present: Balmer, Bieri, Bowns, Monson, Smock, & Wagner

Absent: Yates

Also present: Supt. Petrie, Principal Bush

Also in Attendance: Mark Miller & Nick Woodward (Bray Architects), Lori Nelson, Mike DeFrieze, Sam Whan, Recording Secretary Angie Dillie, and Reporter Jim Taylor.

RECORD OF MOTIONS & VOTES

	NO. 1	NO. 2
Balmer	A YE	VOICE
Bieri	A YE	
Bowns	A YE	
Monson	A YE	
Smock	A YE	
Wagner	NAY	
Yates	-	

APOLLO/ NEW BOSTON ELEMENTARY CONSTR. PROJECTS BID 1. There was a motion by Smock, seconded by Balmer, to accept the base bid from Bill Bruce Builders, Inc of Eldridge, IA plus the 7 alternates for a total of \$12,050,000.

Roll Call: 5 Ayes, 1 Nay. Motion carried.

ADJOURN

2. There was a motion by Balmer, seconded by Bieri, to adjourn at 6:37pm. Majority of Ayes by Voice Vote. Motion carried.

OTHER REPORTS AND DISCUSSIONS:

1. Mark Miller addressed the board with information regarding the bids received for the Apollo and New Boston Elementary Construction Projects. On March 9th, three bids were received for the project. The low bid came from Bill Bruce Builders, Inc. of Eldridge, Iowa at \$10,865,000. There were 7 additive alternates. If all the alternates are accepted, the base bid plus the 7 alternates, Bill Bruce Builder’s Inc. total bid is \$12,050,000. Bray recommended MCSD#404 to approve the base bid plus the 7 alternates. A pre-construction meeting will be set up following the approval.

Submitted By:

Recording Secretary

President, Bd. Of Education

Secretary, Bd. of Education

Approved: _____

BRAYARCHITECTS

March 14, 2023

Mr. Scott Petrie, Superintendent
Mercer County School District #404
203 N. Washington St.
Joy, IL 61260

RE: Addition and Renovation To
Apollo And New Boston Elementary Schools
Mercer County School District #404
Project No. 3535.1

Dear Scott:

On Thursday, March 9, 2023, we opened bids for the Addition and Renovation work at Apollo and New Boston. There were 3 bids received. 3 general construction companies looked at the project. The Bill Bruce Builders, Inc. of Eldridge, Iowa was the low base bidder at \$10,865,000.00. There were 7 additive alternates. If all the alternates are accepted, the base bid plus the 7 alternates, Bill Bruce Builder's, Inc. total bid is \$12,050,000.00 We spoke with Bill Bruce of Bill Bruce Builders, Inc. and he had no problems with their bid and felt that they could provide a proper and complete job.

We have worked with Bruce Builders on previous projects and have no difficulty in recommending them for this project.

Therefore, we would recommend to the Mercer County School District #404 Board that they approve the base bid and all 7 alternates in the total amount of \$12,050,000.00.

If you have any questions or need additional information, please feel free to call.

Sincerely,

Bray Associates Architects, Inc.



Mark D. Miller, A.I.A., LEED AP

davenport
220 Emerson Place, Suite 301
Davenport, IA 52801
T: 563.526.6050

milwaukee
829 S. 1st Street
Milwaukee, WI 53204
T: 414.226.0200

moline
1465 41st Street, Suite 10
Moline, IL 61265
T: 309.762.0511

sheboygan
1227A N. 8th Street
P.O. Box 955
Sheboygan, WI 53082-0955
T: 920.459.4200

BID TAB SHEET**Addition and Renovation to New Boston Elementary and Apollo Elementary**

Mercer County School District

March 9, 2023 @ 2:00 pm

Project No. 3495



CONTRACTOR	Bill Bruce Construction Iowa Eldridge,	Estes Construction Iowa Davenport,	Tricon Construction Group Iowa Dubuque,
FORMS			
Bid Bond Form	x	x	x
Bid Signed	x	x	x
Addenda	x	x	x
Allowances Form	x	x	x
Unit Prices Form	x	x	x
Allowances Form	x	x	x
BASE BID	\$ 10,865,000.00	\$ 10,933,000.00	\$ 11,680,000.00
TIME	-	-	-
ALTERNATE PRICES			
1. Apollo Pre-K Rooms	\$ 705,000.00	\$ 736,000.00	\$ 690,000.00
2. Apollo Gym Floor	\$ 60,000.00	\$ 55,000.00	\$ 60,000.00
3. New Boston Casework	\$ 100,000.00	\$ 105,000.00	\$ 98,000.00
4. New Boston Flooring	\$ 10,000.00	\$ 5,500.00	\$ 11,000.00
5. New Boston Score Bd/Curtain	\$ 25,000.00	\$ 20,000.00	\$ 26,000.00
6. New Boston Bleachers	\$ 100,000.00	\$ 84,000.00	\$ 88,000.00
7. New Boston Parking Lot	\$ 185,000.00	\$ 181,000.00	\$ 196,000.00
BASE BID + ALTERNATES	\$ 12,050,000.00	\$ 12,119,500.00	\$ 12,849,000.00
Unit Prices Form			
1. Unsatisfactory Soil/CY	\$235.00/cy	\$250.00/cy	\$80.00/cy
2. Moisture Vapor Control/SF	\$5.00/SF	\$4.00/SF	\$3.25/SF
3. Helical Pier, ADD Length/LF	\$55.00/LF	\$100.00/LF	\$40.00/LF
4. Helical Pier, LESS Length/LF	\$45.00/LF	\$0.00/LF	\$10.00/LF
5. Additional Foundation Wall/CF	\$45.00/CF	\$30.00/CF	\$600.00/CF

Davenport, IA | Milwaukee, WI | Moline, IL | Sheboygan, WI

DOCUMENT 00 41 13 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Bill Bruce Builders, Inc.
- B. Project Identification: Addition and Renovation to Apollo and New Boston Elementary Schools.
- C. Project Locations:
 - 1. Apollo Elementary School: 801 SW 9th St, Aledo, IL 61231
 - 2. New Boston Elementary School: 301 Jefferson Street, New Boston, IL 61272
- D. Owner: Mercer County School District #404
- E. Architect: Bray Associates-Architects, Inc., 220 Emerson Place, Suite 301, Davenport, IA 52801.
- F. Architect Project Number: 3495.

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Bray Associates Architects, Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

- 1. Ten Million Eight Hundred Sixty Five Thousand Dollars (\$ 10,865,000).
- 2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 00 43 22 "Unit Prices Form" and Document 00 43 23 "Alternates Form."
- 3. The above amount includes all Allowances as specified.

All trades not included below	\$ <u>7,817,000</u>
Civil and Landscaping	\$ <u>450,000</u>
Plumbing.....	\$ <u>275,000</u>
Fire Protection	\$ <u>100,000</u>
HVAC.....	\$ <u>1,273,000</u>
Electrical.....	\$ <u>950,000</u>

- B. The Owner reserves the right to accept or reject any or all of the above proposals.

1.3 SALES AND USE TAX

- A. Contractors are to follow State Law regarding sales and use tax exemption for the purchase of building materials.
- B. Mercer County School District, is an exempt entity for sales tax purposes pursuant to 86 Ill. Adm. Code Section 130.2007 and materials purchased by contractors for incorporation into any Mercer County School District facility (other than roads, highways or streets) under a contract with the Mercer County School District are similarly exempt from the imposition of sales taxes pursuant to <https://www.ilga.gov/commission/jcar/admincode/086/086001300S20810R.html>. Bids should NOT include sales tax on exempt materials or other tangible personal property which will become components of the facility. A copy of the Mercer County School District Certificate of Tax Exempt Status (CES) will be provided to the successful bidder at the time of contracting for use in documenting tax-exempt purchases. The Contractors shall include any other (non-exempted) taxes, if applicable with the bid.

1.4 BID SECURITY

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Five Hundred Fifty Thousand Dollars (\$550,000).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within the duration as indicated in the Owner Contractor Agreement and Supplementary Conditions.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated February 15, 2023 .
2. Addendum No. 2, dated February 23, 2023 .
3. Addendum No. 3, dated March 2, 2023 .
4. Addendum No. 4, dated March 7, 2023 .

1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. Bid Form Supplement - Allowances.
 - 2. Bid Form Supplement - Unit Prices.
 - 3. Bid Form Supplement - Alternates.
 - 4. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).

1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Illinois, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

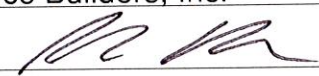
1.9 ILLINOIS BID RIGGING

- A. A. The Contractor certifies that the Contractor is not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E-4 of the Criminal Code (720 ILCS 5/33E-11).

1.10 REJECTION OF BIDS

- A. The Owner reserves the right to accept or reject any or all of the above proposals.

1.11 SUBMISSION OF BID

- A. Respectfully submitted this 9th day of March, 2023.
- B. Submitted By: Bill Bruce Builders, Inc. (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Bill Bruce (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Attest: Rebecca Avise (Handwritten signature).
- G. Signed By: Rebecca Avise (Type or print name).
- H. Title: Executive Assistant (Corporate Secretary or Assistant Secretary).
- I. Street Address: 900 East Franklin Street.
- J. City, State, Zip: Eldridge, IA 52748.
- K. Phone: 563-285-9341.
- L. License No.: C140089 - Iowa Contractor Registration Number.

January 27, 2023

Addition and Renovation to
Apollo and New Boston Elementary Schools
Contract Documents

Project No. 3495

M. Federal ID No.: 86-1181316 (Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13

DOCUMENT 00 43 21 - ALLOWANCE FORM


1.1 BID INFORMATION

- A. Bidder: Bill Bruce Builders, Inc.
- B. Project Identification: Addition and Renovation to Apollo and New Boston Elementary Schools.
- C. Project Locations:
 - 1. Apollo Elementary School: 801 SW 9th St, Aledo, IL 61231
 - 2. New Boston Elementary School: 301 Jefferson Street, New Boston, IL 61272
- D. Owner: Mercer County School District #404
- E. Architect: Bray Associates-Architects, Inc., 220 Emerson Place, Suite 301, Davenport, IA 52801.
- F. Architect Project Number: 3495.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 21 00 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 9th day of March, 2023.
- B. Submitted By: Bill Bruce Builders, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Bill Bruce (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21

DOCUMENT 00 43 22 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: Bill Bruce Builders, Inc.
- B. Prime Contract: General Contract (all trades)
- C. Project Identification: Addition and Renovation to Apollo and New Boston Elementary Schools.
- D. Project Locations:
 - 1. Apollo Elementary School: 801 SW 9th St, Aledo, IL 61231
 - 2. New Boston Elementary School: 301 Jefferson Street, New Boston, IL 61272
- E. Owner: Mercer County School District #404
- F. Architect: Bray Associates-Architects, Inc., 220 Emerson Place, Suite 301, Davenport, IA 52801.
- G. Architect Project Number: 3495.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those unit prices described in the Contract Documents and scheduled in Section 01 22 00 "Unit Prices."
- C. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.
- D. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Removal of unsatisfactory soil and replacement with satisfactory soil material.
 - 1. Two-hundred thirty-five and $\frac{00}{100}$ dollars (\$ 235.00) per cubic yard.
- B. Unit-Price No.2: Moisture Vapor Emission Control for moisture readings of Relative humidity range of 75 to 100 percent.
 - 1. Five dollars (\$ 5.00) per square foot.
- C. Unit Price No. 3: Helical Piers, additional length.
 - 1. Fifty-five and $\frac{00}{100}$ dollars (\$ 55.00) per lineal foot.

D. Unit Price No. 4: Helical Piers, reduced (less) length.

Deduct
1. Forty-five and $\frac{00}{100}$ dollars (\$ 45.00) per lineal foot.

E. Unit Price No. 5: Addition Reinforced Concrete Foundation Wall.

1. Forty-five & $\frac{00}{100}$ dollars (\$ 45.00) per cubic foot.

1.4 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 9th day of March, 2023.

B. Submitted By: Bill Bruce Builders, Inc. (Insert name of bidding firm or corporation).

C. Authorized Signature:  (Handwritten signature).

D. Signed By: Bill Bruce (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 22

DOCUMENT 00 43 23 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: Bill Bruce Builders, Inc.
- B. Prime Contract: General Contract (all trades)
- C. Project Identification: Addition and Renovation to Apollo and New Boston Elementary Schools.
- D. Project Locations:
 - 1. Apollo Elementary School: 801 SW 9th St, Aledo, IL 61231
 - 2. New Boston Elementary School: 301 Jefferson Street, New Boston, IL 61272
- E. Owner: Mercer County School District #404
- F. Architect: Bray Associates-Architects, Inc., 220 Emerson Place, Suite 301, Davenport, IA 52801.
- G. Architect Project Number: 3495.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those alternates described in the Contract Documents and scheduled in Section 01 23 00 "Alternates."

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
 - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - State the addition to/deduction from the base bid to construct two Pre-Kindergarten Classrooms and related Corridor at Apollo Elementary.

ADD/ DEDUCT Seven Hundred Five Thousand dollars
 \$ 705,000

- B. Alternate No. 2 - State the addition to/deduction from the base bid to replace existing flooring at Gymnasium (room 30) at Apollo Elementary.

ADD/ DEDUCT Sixty - Thousand dollars
 \$ 60,000

- C. Alternate No. 3 - State the addition to/deduction from the base bid to provide noted cabinetry at New Boston Elementary.

ADD/ DEDUCT One Hundred Thousand dollars
 \$ 100,000

- D. Alternate No. 4 - State the addition to/deduction from the base bid to replace existing flooring at Corridor (room A103) at New Boston Elementary.

ADD/ DEDUCT Ten Thousand dollars
 \$ 10,000

- E. Alternate No. 5 - State the addition to/deduction from the base bid to provide new divider curtain partition and electronic scoreboard in the Gym (room A123) at New Boston Elementary.

ADD/ DEDUCT Twenty Five Thousand dollars
 \$ 25,000

- F. Alternate No. 6 - State the addition to/deduction from the base bid to provide new folding bleachers in the Gym (room A123) at New Boston Elementary.

ADD/ DEDUCT One Hundred Thousand dollars
 \$ 100,000

- G. Alternate No. 7 - State the addition to/deduction from the base bid to provide new paved parking lot and driveways at New Boston Elementary.


ADD/ DEDUCT One Hundred Eighty Five Thousand dollars
 \$ 185,000

January 27, 2023

Addition and Renovation to
Apollo and New Boston Elementary Schools
Contract Documents

Project No. 3495

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 9th day of March, 2023.
- B. Submitted By: Bill Bruce Builders, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Bill Bruce (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 23



AIA[®]

Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Bill Bruce Builders, Inc.
900 East Franklin Street
Eldridge, IA 52748**

SURETY:

(Name, legal status and principal place of business)

**Westfield Insurance Company
P. O. Box 5001
Westfield Center, OH 44251**

OWNER:

(Name, legal status and address)

Mercer County School District #404
203 North Washington Street
Joy, Illinois 61260-7788

BOND AMOUNT: \$ Five Percent (5%) of the Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Architect's Project Number #3495
Mercer County School District #404

Additions and Renovations to New Boston Elementary School and Apollo Elementary School

New Boston Elementary School
301 Jefferson Street
New Boston, Illinois 61272

Apollo Elementary School
801 SW 9th Street
Aledo, Illinois 61231

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

22nd February, 2023

Signed and sealed this ^ day of ^, ^

Rebecca Avise
(Witness)

[Signature]
(Witness) Sara Huston

Bill Bruce Builders, Inc.
(Contractor as Principal) (Seal)

[Signature]
(Title) Bill Bruce, President

Westfield Insurance Company
(Surety) (Seal)

[Signature]
(Title) Cindy Bennett, Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/30/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1429262 14

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, SHIRLEY S. BARTENHAGEN, DIONE R. YOUNG, SETH ROOKER, WENDY A. LEWIS, JAIMIE KANGAS, GRACE RASMUSSEN, SARA HUSTON, JOINTLY OR SEVERALLY

of WAUKEE and State of IA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of AUGUST A.D., 2022 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 30th day of AUGUST A.D., 2022 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22nd day of February A.D., 2023 .



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary



AIA[®]

Document A310™ – 2010

COPY

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Bill Bruce Builders, Inc.
900 East Franklin Street
Eldridge, IA 52748**

SURETY:

(Name, legal status and principal place of business)

**Westfield Insurance Company
P. O. Box 5001
Westfield Center, OH 44251**

OWNER:

(Name, legal status and address)

Mercer County School District #404
203 North Washington Street
Joy, Illinois 61260-7788

BOND AMOUNT: \$ Five Percent (5%) of the Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Architect's Project Number #3495
Mercer County School District #404

Additions and Renovations to New Boston Elementary School and Apollo Elementary School

New Boston Elementary School
301 Jefferson Street
New Boston, Illinois 61272

Apollo Elementary School
801 SW 9th Street
Aledo, Illinois 61231

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

22nd February, 2023

Signed and sealed this day of ,

Rebecca Avise
(Witness)

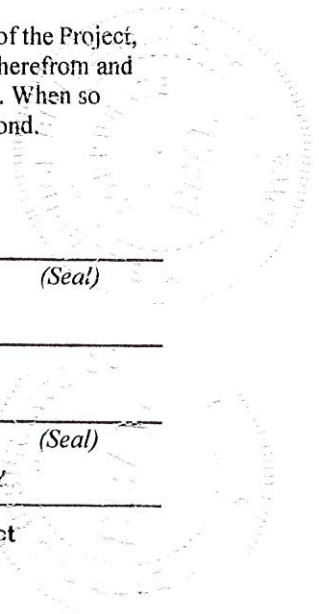
[Signature]
(Witness) Sara Huston

Bill Bruce Builders, Inc.
(Contractor as Principal) (Seal)

[Signature]
(Title) Bill Bruce, President

Westfield Insurance Company
(Surety) (Seal)

[Signature]
(Title) Cindy Bennett, Attorney-in-fact



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/30/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1429262 14

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, SHIRLEY S. BARTENHAGEN, DIONE R. YOUNG, SETH ROOKER, WENDY A. LEWIS, JAIMIE KANGAS, GRACE RASMUSSEN, SARA HUSTON, JOINTLY OR SEVERALLY

of WAUKEE and State of IA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of AUGUST A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 30th day of AUGUST A.D., 2022, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22nd day of February A.D., 2023



Frank A. Carrino, Secretary

DOCUMENT 00 41 13 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Estes Construction
- B. Project Identification: Addition and Renovation to Apollo and New Boston Elementary Schools.
- C. Project Locations:
 - 1. Apollo Elementary School: 801 SW 9th St, Aledo, IL 61231
 - 2. New Boston Elementary School: 301 Jefferson Street, New Boston, IL 61272
- D. Owner: Mercer County School District #404
- E. Architect: Bray Associates-Architects, Inc., 220 Emerson Place, Suite 301, Davenport, IA 52801.
- F. Architect Project Number: 3495.

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Bray Associates Architects, Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

- 1. ten million nine hundred thirty-three thousand Dollars (\$ 10,933,000.00).
- 2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 00 43 22 "Unit Prices Form" and Document 00 43 23 "Alternates Form."
- 3. The above amount includes all Allowances as specified.

All trades not included below	\$ <u>7,782,500.00</u>
Civil and Landscaping	\$ <u>561,000.00</u>
Plumbing	\$ <u>265,000.00</u>
Fire Protection	\$ <u>100,500.00</u>
HVAC	\$ <u>1,273,000.00</u>
Electrical	\$ <u>951,000.00</u>

- B. The Owner reserves the right to accept or reject any or all of the above proposals.

1.3 SALES AND USE TAX

- A. Contractors are to follow State Law regarding sales and use tax exemption for the purchase of building materials.
- B. Mercer County School District, is an exempt entity for sales tax purposes pursuant to 86 Ill. Adm. Code Section 130.2007 and materials purchased by contractors for incorporation into any Mercer County School District facility (other than roads, highways or streets) under a contract with the Mercer County School District are similarly exempt from the imposition of sales taxes pursuant to <https://www.ilga.gov/commission/jcar/admincode/086/086001300S20810R.html>. Bids should NOT include sales tax on exempt materials or other tangible personal property which will become components of the facility. A copy of the Mercer County School District Certificate of Tax Exempt Status (CES) will be provided to the successful bidder at the time of contracting for use in documenting tax-exempt purchases. The Contractors shall include any other (non-exempted) taxes, if applicable with the bid.

1.4 BID SECURITY

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
 - 1. Five percent of total amount bid Dollars (\$ 5%).
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within the duration as indicated in the Owner Contractor Agreement and Supplementary Conditions.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated 02.15.2023.
 - 2. Addendum No. 2, dated 02.23.2023.
 - 3. Addendum No. 3, dated 03.02.2023.
 - 4. Addendum No. 4, dated 03.07.2023.

1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. Bid Form Supplement - Allowances.
 - 2. Bid Form Supplement - Unit Prices.
 - 3. Bid Form Supplement - Alternates.
 - 4. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).

1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Illinois, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 ILLINOIS BID RIGGING

- A. A. The Contractor certifies that the Contractor is not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E-4 of the Criminal Code (720 ILCS 5/33E-11).

1.10 REJECTION OF BIDS

- A. The Owner reserves the right to accept or reject any or all of the above proposals.

1.11 SUBMISSION OF BID

- A. Respectfully submitted this 9 day of March, 2023.
- B. Submitted By: Estes Construction (Name of bidding firm or corporation).
- C. Authorized Signature: Michelle Breneman (Handwritten signature).
- D. Signed By: Michelle Breneman (Type or print name).
- E. Title: Exec V-President (Owner/Partner/President/Vice President).
- F. Attest: [Signature] (Handwritten signature).
- G. Signed By: Ric Parades (Type or print name).
- H. Title: Exec Vice-President (Corporate Secretary or Assistant Secretary).
- I. Street Address: 131 W. 2nd Street, Suite 400.
- J. City, State, Zip: Davenport, Iowa 52801.
- K. Phone: 563.322.7301.
- L. License No.: Illinois 1266-5312 (exp 06.30.2023).

January 27, 2023

Addition and Renovation to
Apollo and New Boston Elementary Schools
Contract Documents

Project No. 3495

M. Federal ID No.: 42-1006985 (Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13

DOCUMENT 00 43 21 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: Estes Construction.
- B. Project Identification: Addition and Renovation to Apollo and New Boston Elementary Schools.
- C. Project Locations:
 - 1. Apollo Elementary School: 801 SW 9th St, Aledo, IL 61231
 - 2. New Boston Elementary School: 301 Jefferson Street, New Boston, IL 61272
- D. Owner: Mercer County School District #404
- E. Architect: Bray Associates-Architects, Inc., 220 Emerson Place, Suite 301, Davenport, IA 52801.
- F. Architect Project Number: 3495.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 21 00 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 9 day of March, 2023.
- B. Submitted By: Estes Construction (Insert name of bidding firm or corporation).
- C. Authorized Signature: Michelle Breneman (Handwritten signature).
- D. Signed By: Michelle Breneman (Type or print name).
- E. Title: Exec V-President (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21

January 27, 2023

Addition and Renovation to
Apollo and New Boston Elementary Schools
Contract Documents

Project No. 3495

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DOCUMENT 00 43 22 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: Estes Construction.
- B. Prime ^{Contact} ~~Contract~~: Brian Rossmiller.
- C. Project Identification: Addition and Renovation to Apollo and New Boston Elementary Schools.
- D. Project Locations:
 - 1. Apollo Elementary School: 801 SW 9th St, Aledo, IL 61231
 - 2. New Boston Elementary School: 301 Jefferson Street, New Boston, IL 61272
- E. Owner: Mercer County School District #404
- F. Architect: Bray Associates-Architects, Inc., 220 Emerson Place, Suite 301, Davenport, IA 52801.
- G. Architect Project Number: 3495.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those unit prices described in the Contract Documents and scheduled in Section 01 22 00 "Unit Prices."
- C. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.
- D. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Removal of unsatisfactory soil and replacement with satisfactory soil material.
 - 1. ^{MB} two hundred fifty and 0/100 250.00 dollars (~~\$ 75.00~~) per cubic yard.
- B. Unit-Price No.2: Moisture Vapor Emission Control for moisture readings of Relative humidity range of 75 to 100 percent.
 - 1. Four and no/100 dollars (\$ 4.00) per square foot.
- C. Unit Price No. 3: Helical Piers, additional length.
 - 1. One Hundred and no/100 dollars (\$ 100.00) per lineal foot.

January 27, 2023

Addition and Renovation to
Apollo and New Boston Elementary Schools
Contract Documents

Project No. 3495

D. Unit Price No. 4: Helical Piers, reduced (less) length.
1. Zero dollars (\$ 0.00) per lineal foot.

E. Unit Price No. 5: Addition Reinforced Concrete Foundation Wall.
1. thirty and 0/100 dollars (\$ 30.00) per cubic foot.

1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 9 day of March, 2023.
- B. Submitted By: Estes Construction (Insert name of bidding firm or corporation).
- C. Authorized Signature: Michelle Breneman (Handwritten signature).
- D. Signed By: Michelle Breneman (Type or print name).
- E. Title: Exec. V-President (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 22

DOCUMENT 00 43 23 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: Estes Construction.
- B. Prime ^{Contact}~~Contract~~: Brian Rossmiller.
- C. Project Identification: Addition and Renovation to Apollo and New Boston Elementary Schools.
- D. Project Locations:
 - 1. Apollo Elementary School: 801 SW 9th St, Aledo, IL 61231
 - 2. New Boston Elementary School: 301 Jefferson Street, New Boston, IL 61272
- E. Owner: Mercer County School District #404
- F. Architect: Bray Associates-Architects, Inc., 220 Emerson Place, Suite 301, Davenport, IA 52801.
- G. Architect Project Number: 3495.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those alternates described in the Contract Documents and scheduled in Section 01 23 00 "Alternates."

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
 - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - State the addition to/deduction from the base bid to construct two Pre-Kindergarten Classrooms and related Corridor at Apollo Elementary.

ADD/DEDUCT seven hundred and thirty-six dollars
 \$ 736,000 thousand

- B. Alternate No. 2 - State the addition to/deduction from the base bid to replace existing flooring at Gymnasium (room 30) at Apollo Elementary.

ADD/DEDUCT Fifty - five thousand dollars
 \$ 55,000

- C. Alternate No. 3 - State the addition to/deduction from the base bid to provide noted cabinetry at New Boston Elementary.

ADD/DEDUCT one hundred five thousand dollars
 \$ 105,000

- D. Alternate No. 4 - State the addition to/deduction from the base bid to replace existing flooring at Corridor (room A103) at New Boston Elementary.

ADD/DEDUCT five thousand five hundred dollars
 \$ 5,500

- E. Alternate No. 5 - State the addition to/deduction from the base bid to provide new divider curtain partition and electronic scoreboard in the Gym (room A123) at New Boston Elementary.

ADD/DEDUCT twenty thousand dollars
 \$ 20,000

- F. Alternate No. 6 - State the addition to/deduction from the base bid to provide new folding bleachers in the Gym (room A123) at New Boston Elementary.

ADD/DEDUCT eighty - four thousand dollars
 \$ 84,000

- G. Alternate No. 7 - State the addition to/deduction from the base bid to provide new paved parking lot and driveways at New Boston Elementary.

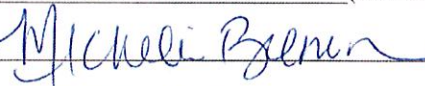
ADD/DEDUCT one hundred eighty-one dollars
 \$ 181,000 thousand

January 27, 2023

Addition and Renovation to
Apollo and New Boston Elementary Schools
Contract Documents

Project No. 3495

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 9 day of March, 2023.
- B. Submitted By: Estes Construction (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Michelle Breneman (Type or print name).
- E. Title: Exec. V-President (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 23

January 27, 2023

Addition and Renovation to
Apollo and New Boston Elementary Schools
Contract Documents

Project No. 3495

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AIA[®]

Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Estes Company LLC dba Estes Construction
PO Box 3608
Davenport, IA 52808

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306

OWNER:

(Name, legal status and address)

Mercer County School District #404
203 North Washington Street
Joy, Illinois 61260-7788

BOND AMOUNT: \$ Five percent of amount bid (5%) -----

PROJECT:

(Name, location or address, and Project number, if any)

Architect's Project Number #3495
Mercer County School District #404

Additions and Renovations to New Boston Elementary School and Apollo Elementary School

New Boston Elementary School
301 Jefferson Street
New Boston, Illinois 61272

Apollo Elementary School
801 SW 9th Street
Aledo, Illinois 61231

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

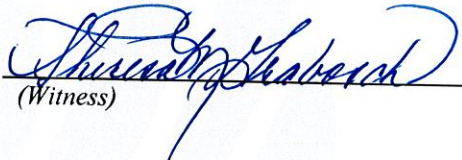
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

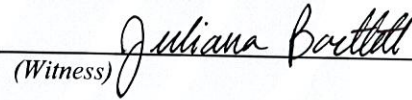
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of February, 2023



(Witness)




(Witness)

Estes Company LLC dba Estes Construction
(Contractor as Principal) (Seal)



(Title)

Merchants Bonding Company (Mutual)
(Surety) (Seal)



(Title) Courtney Meyer, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brandon Horbach; Courtney Meyer; Daniel M Molyneaux; E A von Harz; Greg T LaMair; Jeffrey R Baker; Joseph I Schmit; Juliana Bartlett; Karen S Hartson; Laura J Adams; Lori S Burroughs; Stacey Rensberger; Stacy Paisley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

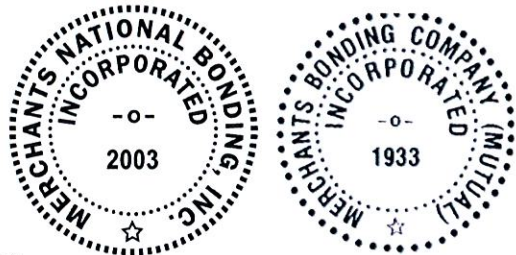
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of June, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of June, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

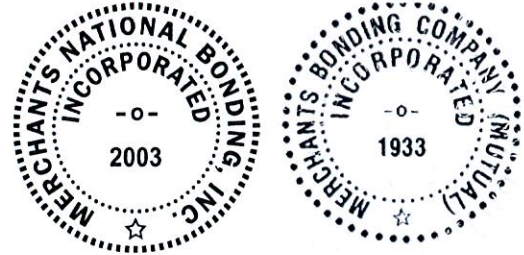


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of February, 2023.



William Warner Jr.
Secretary

DOCUMENT 00 41 13 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Tricon General Construction, Inc.
- B. Project Identification: Addition and Renovation to Apollo and New Boston Elementary Schools.
- C. Project Locations:
 - 1. Apollo Elementary School: 801 SW 9th St, Aledo, IL 61231
 - 2. New Boston Elementary School: 301 Jefferson Street, New Boston, IL 61272
- D. Owner: Mercer County School District #404
- E. Architect: Bray Associates-Architects, Inc., 220 Emerson Place, Suite 301, Davenport, IA 52801.
- F. Architect Project Number: 3495.

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Bray Associates Architects, Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

- 1. Eleven million six hundred eighty thousand Dollars (\$ 11,680,000).
- 2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 00 43 22 "Unit Prices Form" and Document 00 43 23 "Alternates Form."
- 3. The above amount includes all Allowances as specified.

All trades not included below	\$ <u>8,200,000</u>
Civil and Landscaping	\$ <u>800,000</u>
Plumbing	\$ <u>100,000 280,000</u>
Fire Protection	\$ <u>100,000</u>
HVAC	\$ <u>1,300,000</u>
Electrical	\$ <u>6,000,000</u>

- B. The Owner reserves the right to accept or reject any or all of the above proposals.

1.3 SALES AND USE TAX

- A. Contractors are to follow State Law regarding sales and use tax exemption for the purchase of building materials.
- B. Mercer County School District, is an exempt entity for sales tax purposes pursuant to 86 Ill. Adm. Code Section 130.2007 and materials purchased by contractors for incorporation into any Mercer County School District facility (other than roads, highways or streets) under a contract with the Mercer County School District are similarly exempt from the imposition of sales taxes pursuant to <https://www.ilga.gov/commission/jcar/admincode/086/086001300S20810R.html>. Bids should NOT include sales tax on exempt materials or other tangible personal property which will become components of the facility. A copy of the Mercer County School District Certificate of Tax Exempt Status (CES) will be provided to the successful bidder at the time of contracting for use in documenting tax-exempt purchases. The Contractors shall include any other (non-exempted) taxes, if applicable with the bid.

1.4 BID SECURITY

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
 - 1. Five Percent Dollars (\$ 5%).
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within the duration as indicated in the Owner Contractor Agreement and Supplementary Conditions.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated 02/15/23 ✓
 - 2. Addendum No. 2, dated 02/23/23 ✓
 - 3. Addendum No. 3, dated 03/02/23 ✓
 - 4. Addendum No. 4, dated 03/07/23 ✓

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

- 1. Bid Form Supplement - Allowances.
- 2. Bid Form Supplement - Unit Prices.
- 3. Bid Form Supplement - Alternates.
- 4. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Illinois, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 ILLINOIS BID RIGGING

A. A. The Contractor certifies that the Contractor is not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E-4 of the Criminal Code (720 ILCS 5/33E-11).

1.10 REJECTION OF BIDS

A. The Owner reserves the right to accept or reject any or all of the above proposals.

1.11 SUBMISSION OF BID

A. Respectfully submitted this 9th day of March, 2023.

B. Submitted By: Tricon General Construction, Inc. (Name of bidding firm or corporation).

C. Authorized Signature:  (Handwritten signature).

D. Signed By: Ron Richard (Type or print name).

E. Title: Owner (Owner/Partner/President/Vice President).

F. Attest:  (Handwritten signature).

G. Signed By: Cindy Gotto (Type or print name).

H. Title: Witness (Corporate Secretary or Assistant Secretary).

I. Street Address: 1230 East 12th St.

J. City, State, Zip: Dubuque, IA 52001.

K. Phone: 563.588.9516.

L. License No.: 108018-00.

January 27, 2023

Addition and Renovation to
Apollo and New Boston Elementary Schools
Contract Documents

Project No. 3495

M. Federal ID No.: 42-1479598 (Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13

DOCUMENT 00 43 21 - ALLOWANCE FORM

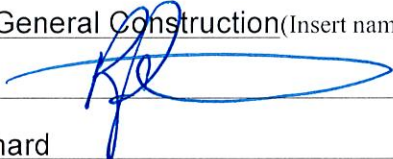
1.1 BID INFORMATION

- A. Bidder: Tricon General Construction, Inc.
- B. Project Identification: Addition and Renovation to Apollo and New Boston Elementary Schools.
- C. Project Locations:
 - 1. Apollo Elementary School: 801 SW 9th St, Aledo, IL 61231
 - 2. New Boston Elementary School: 301 Jefferson Street, New Boston, IL 61272
- D. Owner: Mercer County School District #404
- E. Architect: Bray Associates-Architects, Inc., 220 Emerson Place, Suite 301, Davenport, IA 52801.
- F. Architect Project Number: 3495.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 21 00 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 9th day of March, 2023.
- B. Submitted By: Tricon General Construction (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Ron Richard (Type or print name).
- E. Title: Owner (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21

DOCUMENT 00 43 22 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: Tricon General Construction, Inc.
- B. Prime Contract: General Contract
- C. Project Identification: Addition and Renovation to Apollo and New Boston Elementary Schools.
- D. Project Locations:
 - 1. Apollo Elementary School: 801 SW 9th St, Aledo, IL 61231
 - 2. New Boston Elementary School: 301 Jefferson Street, New Boston, IL 61272
- E. Owner: Mercer County School District #404
- F. Architect: Bray Associates-Architects, Inc., 220 Emerson Place, Suite 301, Davenport, IA 52801.
- G. Architect Project Number: 3495.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those unit prices described in the Contract Documents and scheduled in Section 01 22 00 "Unit Prices."
- C. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.
- D. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Removal of unsatisfactory soil and replacement with satisfactory soil material.
 - 1. Eighty dollars (\$ 80) per cubic yard.
- B. Unit-Price No.2: Moisture Vapor Emission Control for moisture readings of Relative humidity range of 75 to 100 percent.
 - 1. Three dollars - 25 cents ~~dollars~~ (\$ 3.25) per square foot.
- C. Unit Price No. 3: Helical Piers, additional length.
 - 1. forty ~~\$40~~ dollars (\$ 40) per lineal foot.

January 27, 2023

Addition and Renovation to
Apollo and New Boston Elementary Schools
Contract Documents

Project No. 3495

D. Unit Price No. 4: Helical Piers, reduced (less) length.

1. Ten dollars (\$ 10) per lineal foot.

E. Unit Price No. 5: Addition Reinforced Concrete Foundation Wall.

1. Six hundred dollars (\$ 600) per cubic foot.

1.4 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 9th day of March, 2023.

B. Submitted By: Tricon General Construction (Insert name of bidding firm or corporation).

C. Authorized Signature:  (Handwritten signature).

D. Signed By: Ron Richard (Type or print name).

E. Title: Owner (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 22

DOCUMENT 00 43 23 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: Tricon General Construction.
- B. Prime Contract: General Contract.
- C. Project Identification: Addition and Renovation to Apollo and New Boston Elementary Schools.
- D. Project Locations:
 - 1. Apollo Elementary School: 801 SW 9th St, Aledo, IL 61231
 - 2. New Boston Elementary School: 301 Jefferson Street, New Boston, IL 61272
- E. Owner: Mercer County School District #404
- F. Architect: Bray Associates-Architects, Inc., 220 Emerson Place, Suite 301, Davenport, IA 52801.
- G. Architect Project Number: 3495.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those alternates described in the Contract Documents and scheduled in Section 01 23 00 "Alternates."

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
 - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

A. Alternate No. 1 - State the addition to/deduction from the base bid to construct two Pre-Kindergarten Classrooms and related Corridor at Apollo Elementary.

ADD/DEDUCT Six hundred ninety thousand dollars
\$ 690,000

B. Alternate No. 2 - State the addition to/deduction from the base bid to replace existing flooring at Gymnasium (room 30) at Apollo Elementary.

ADD/DEDUCT Sixty thousand dollars
\$ 60,000

C. Alternate No. 3 - State the addition to/deduction from the base bid to provide noted cabinetry at New Boston Elementary.

ADD/DEDUCT ninety Eight thousand dollars
\$ 98,000

D. Alternate No. 4 - State the addition to/deduction from the base bid to replace existing flooring at Corridor (room A103) at New Boston Elementary.

ADD/DEDUCT Eleven thousand dollars
\$ 11,000

E. Alternate No. 5 - State the addition to/deduction from the base bid to provide new divider curtain partition and electronic scoreboard in the Gym (room A123) at New Boston Elementary.

ADD/DEDUCT Twenty six thousand dollars
\$ 26,000

F. Alternate No. 6 - State the addition to/deduction from the base bid to provide new folding bleachers in the Gym (room A123) at New Boston Elementary.

ADD/DEDUCT Eighty thousand dollars
\$ 80,000

G. Alternate No. 7 - State the addition to/deduction from the base bid to provide new paved parking lot and driveways at New Boston Elementary.

ADD/DEDUCT one hundred ninety six thousand dollars
\$ 196,000

January 27, 2023

Addition and Renovation to
Apollo and New Boston Elementary Schools
Contract Documents

Project No. 3495

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 9th day of March, 2023.
- B. Submitted By: Tricon General Construction (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Ron Richard (Type or print name).
- E. Title: Owner (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 23

Surety Services, Inc.

SHOREWEST

SHOREWEST

Surety Services, Inc.

2626 49th Drive, Franksville, WI 53126
PHONE: 262.835.9576 or 800.264.1634
FAX: 262.835.9649



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Tricon General Construction, Inc.

1230 East 12th Street
Dubuque, IA 52001

OWNER:

(Name, legal status and address)

Mercer County School District #404
203 North Washington Street
Joy, IL 61260

BOND AMOUNT: *FIVE PERCENT OF AMOUNT BID*****

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Additions and Renovations to New Boston Elementary School and Apollo Elementary School

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **9th** day of **March**, **2023**

Tricon General Construction, Inc.

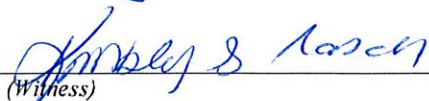

(Witness)

(Principal)


(Seal)

(Title)

Ronald L. Richard


(Witness)

Swiss Re Corporate Solutions America Insurance Corporation
(Surety)

(Seal)

Owner

(Title)

Todd Schaap, Attorney-in-Fact

Init.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP, KIMBERLY S. RASCH, and PAUL JACOBSEN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

UNLIMITED

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be herunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

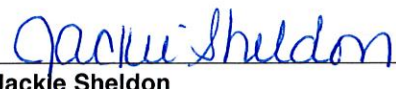
I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of March, 2023.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC & SRCSPIC and WIC

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS 9th day of March, 2023,
before me, a notary public, within and for said County and State, personally appeared ___
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Swiss Re Corporate Solutions America Insurance Corporation, a corporation
of Missouri, created, organized and existing under and
by virtue of the laws of the State of Missouri; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Jackie Sheldon

Notary Public, **Racine** County, Wisconsin

My Commission Expires **2/13/2027**

